

Mortgage

Province of Nova Scotia

This *Mortgage* is made the _____ day of _____, _____.

BETWEEN:

the “Mortgagor” or “you”

– and –

TANGERINE BANK,

a Schedule II Bank having its address at 3389 Steeles Ave E, Toronto, ON M2H 0A1
the “*Bank*”

1. Legal Description of the *Property*:

2. Collateral Security:

The *Mortgage* is given as collateral security to the *Loan Commitment Documents*. The *Mortgage* may secure, without limitation, a revolving line of credit and readvances of credit up to the *Principal Amount*.

3. *Principal Amount*:

(\$ _____) Dollars

4. *Interest Rate Provisions*:

The *Interest Rate* under the *Mortgage* shall be the Prime Rate plus 10.00% per annum, calculated half-yearly not in advance. You will pay *Interest* to the *Bank* on the *Debt* at the interest rate and on the terms set out in the *Loan Commitment Documents*.

“Prime Rate” means the annual interest rate (calculated monthly not in advance) that the *Bank* sets and adjusts at its discretion as the reference rate the *Bank* will charge for variable interest rate loans on prime residential properties. The current Prime Rate is available from the *Bank’s* website.

5. Interest Mortgaged:

Freehold Leasehold

6. Permitted Encumbrances:

7. Other Terms:

- (a) In return for the *Bank* agreeing to loan money to *you*, *you* mortgage to the *Bank*, the *Property* according to the terms and conditions as outlined in the *Mortgage* and the Additional Terms attached to the *Mortgage* as Schedule "B".
To have to hold the *Property* to the *Bank*.
- (b) This *Mortgage* secures the *Debt* and shall be void on the payment of the *Debt* to the *Bank*, as set out in the Additional Terms.
- (c) *You* agree that the *Mortgage* includes and secures the *Principal Amount* advanced or re-advanced in whole or in part at any time as long as the *Mortgage* remains outstanding and any renewals or extensions of the *Mortgage* under any revolving, running or current account or line of credit facilities *Approved* by the *Bank* from time to time and as such *you* agree that all amounts secured by this *Mortgage* from time to time are to be treated as such. Also, *you* agree that the initial designation outlined above is subject to changes from time to time as outlined in Section 2 of Schedule "B".
- (d) The attached Schedule "B" Additional Terms forms part of this *Mortgage*. Each of the undersigned Mortgagors acknowledges having received a true copy of the *Mortgage*.

Each of the Mortgagors has signed this *Mortgage* this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED

in the presence of:

_____ (affix seal)
 Witness Signature or Solicitor Signature

_____ (affix seal)

The spouse (as defined in the Matrimonial Property Act Affidavit attached) of the Mortgagor, by signing this *Mortgage* on the _____ day of _____, _____ releases any interest he or she may have in the *Property* in favour of the *Bank* in order to give effect to the rights of the *Bank* under this *Mortgage*.

Spouse's Signature

Affidavit of Execution (Persons)

**PROVINCE OF NOVA SCOTIA
COUNTY OF**

On this, _____, before me, the subscriber, personally came and appeared _____,
a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that _____ one/two of the parties thereto, signed, sealed and delivered the same in _____ presence.

A Commissioner of the Supreme Court of Nova Scotia

Affidavit of Execution (Corporation)

**PROVINCE OF NOVA SCOTIA
COUNTY OF**

On this, _____, before me, the subscriber, personally came and appeared _____,
a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that _____ one of the parties thereto caused the same to be executed in its name and in its behalf and at the same time caused its Corporate seal to be thereunto affixed by _____ its _____ and _____ its _____ its proper officers duly authorized in that behalf, in _____ presence.

A Commissioner of the Supreme Court of Nova Scotia

**CANADA
PROVINCE OF NOVA SCOTIA
CITY OF**

I/We, _____, “the deponent(s)”,
make oath and swear that:

1. I/we acknowledge that I/we executed the foregoing instrument under seal on the date of this Affidavit.
2. Acknowledgement is made pursuant to s.31(a) of the *Registry Act* R.S.N.S., 1989, c.392 for purposes of registering the instrument.
3. The deponent(s) is/are 19 years of age or older and is/are resident(s) in Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this Affidavit “spouse” means either a man or a woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a judgement of nullity;
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
- (b) For the purposes of this Affidavit “spouse” includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.

USE THE FOLLOWING WHEN BOTH SPOUSES EXECUTE EITHER AS A MORTGAGOR OR SPOUSE

5. The Deponents are the spouses of each other. Neither Deponent has any other spouse or any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*.

USE ONE OF THE FOLLOWING WHEN THE SIGNATURE OF A SPOUSE IS NOT PRESENT

5. The Deponent is not a spouse and has no former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*.
5. The property described in the within Indenture is not the matrimonial home of myself and my spouse and my said spouse has released all his or her rights with respect thereto pursuant to the *Matrimonial Property Act* by executing a Separation Agreement or Marriage Contract to that effect and I have no other spouse as defined herein.
5. The property described in the within Indenture has never been occupied by me and my spouse, as our matrimonial home and I have no other spouse as defined herein.
5. An instrument executed by myself and my spouse designating property not described in the within Indenture is registered pursuant to Section 7 of the *Matrimonial Property Act* (Nova Scotia) at the Registry of Deeds in _____ in Book _____ Page _____, and has not been cancelled and the property described in this Indenture has not been designated by me and my said spouse and I have no other spouse as defined herein.
5. The within disposition was authorized or the property has been released as a matrimonial home by order of the _____ Court dated _____ and recorded at the Registry of Deeds in _____ in Book _____ Page _____.

(SEVERALLY) SWORN to at _____,
in the County of _____
Province of Nova Scotia,
this _____
before me:

A Barrister of the Supreme Court of Nova Scotia

Client Signature

Client Signature

**CANADA
PROVINCE OF NEWFOUNDLAND AND LABRADOR
CITY OF**

I, _____,
of _____,
Nova Scotia, make oath and say that:

1. I am the _____ of _____, the "Corporation".
Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard under seal on the date of this Affidavit; this acknowledgement is made for the purpose of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S., 1989, c.392.
3. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

(SEVERALLY) SWORN to at _____,
in the County of _____
Province of Nova Scotia,
this _____
before me:

A Barrister of the Supreme Court of Nova Scotia

Client Signature

Client Signature